

1 THE HONORABLE BARBARA J. ROTHSTEIN
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

9 Wilbert Napoleon, individually and on behalf
of all others similarly situated,

Case No.: 2:24-cv-00186-BJR

10 Plaintiff,

NOTICE OF RELATED CASE

11 v.

12 Amazon.com, Inc.,

13 Defendant.

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15 PLEASE TAKE NOTICE that, pursuant to Local Civil Rule 3(g), Defendant Amazon.com,
16 Inc. hereby gives notice that this action is related to *In re Amazon Service Fee Litigation*, Case
17 No. 2:22-cv-00743-TL (“Service Fee case”), currently pending before the Honorable Tana Lin.

18 Plaintiff Wilbert Napoleon alleges that he is a consumer who signed up for an annual
19 membership to the Amazon Prime subscription service. Dkt. No. 1, ¶¶ 1-22. Plaintiff’s central
20 theory is that Amazon allegedly advertised that the Prime subscription included a certain benefit
21 (“commercial-free” streaming of content on Prime Video) and Amazon allegedly harmed
22 consumers when it removed that benefit and introduced a monthly fee for “commercial-free”
23 streaming. *Id.* ¶¶ 11-13. Plaintiff asserts claims under the Washington Consumer Protection Act
24 (“WCPA”), California’s False Advertising Law (“FAL”), California’s Consumer Legal Remedies
25 Act (“CLRA”), and California’s Unfair Competition Law (“UCL”), as well as common law claims
26 for breach of the Prime membership contract, breach of express warranty, and quasi-contract
27 (*i.e.*, unjust enrichment). Plaintiff seeks to represent a nationwide class of U.S. consumers (and a
28 subclass of California consumers) who purchased an annual subscription to Amazon Prime. *Id.*

1 Plaintiff Dena Griffith in the *Service Fee* case likewise alleges that she signed up for an
2 annual Amazon Prime membership and she is suing Amazon regarding the same service and on
3 the same core theory that Plaintiff asserts here. *See Service Fee*, Dkt. No. 73, ¶ 26. Like Plaintiff
4 here, Plaintiff Griffith asserts that Amazon allegedly advertised a particular Prime benefit—free
5 grocery delivery from Whole Foods Market (“WFM”)—and purportedly harmed consumers when
6 Amazon removed that benefit and introduced a fee for that service. *Id.* ¶¶ 9, 12-13. Plaintiff
7 Griffith also asserted claims for alleged violation of the WCPA, FAL, CLRA, and UCL, and for
8 common-law breach of the Prime membership contract and unjust enrichment (most of which
9 claims have since been dismissed). *Service Fee*, Dkt. No 47, ¶¶ 47-97, 120-125; *see also id.* Dkt.
10 No. 72. And in the *Service Fee* case, Plaintiff Griffith similarly seeks to represent a nationwide
11 class of U.S. consumers who purchased an annual subscription to Amazon Prime.

12 Both actions arise from Amazon’s changes to benefits associated with the Amazon Prime
13 subscription service. Both actions bring claims under consumer protection statutes and base their
14 claims on Amazon’s allegedly false and misleading advertising and alleged breach of contractual
15 obligations. In addition, there is substantial overlap between the proposed classes, as the proposed
16 nationwide class in *Napoleon* encompasses potential class members in the *Service Fee* case. Thus,
17 both cases are filed against the same defendant, arise from substantially similar allegations, require
18 determinations of substantially similar questions of fact and law, and therefore are likely to entail
19 substantial duplication of effort for the judges assigned to each respective case. Local Rule 3(g).

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